

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING AGREEMENT (hereinafter referred to as "MOU Agreement") is entered into between the National Institute of Immunology, New Delhi

AND

Institute of Liver and Biliary Sciences (ILBS) (hereinafter ILBS, New Delhi which shall be deemed to mean and include its successors, assignees and Permitted Nominees).

The Memorandum of Understanding (MOU) between the two organizations (Parties) establishes a framework for scientific cooperation between the Parties. The MOU will be signed by Dr. Chandrima Shaha, Director (NII) and Prof. S. K. Sarin, Director, ILBS, New Delhi.

ARTICLE I

The present Agreement serves the development and intensification of mutual and reciprocal cooperation between the institutions.

Purposes of this Agreement:

1, The exchange of scientists and researchers shall be undertaken for the purpose of carrying out joint and collaborative scientific research projects and for training young scientists, researchers and clinicians.

- Proposals on joint and collaborative research projects may be submitted by scientists for National and International fundings
- Organize theme based joint scientific workshops, conferences and working meetings atleast once or twice in a year at ILBS/NII.
- Hold strategic planning talks to identify key joint and collaborative activities.
- Advance the exchange of scientists, researchers and biotechnologists.
- Utilization of biological materials, infrastructure, facilities for advancement of science.
- Joint academic appointments as adjunct faculty.
- Regular participation in academic courses.
- Joint Ph.D. programs: The two institutions can undertake joint ILBS/NII entrance exam. The students who are working at NII, could take a supervisor/ co-supervisor from the ILBS and vice versa. Depending on the area of their work, the students would be required to spend time in each of the institutes/ labs during their Ph.D. course The examinations would be conducted at the ILBS, and successful candidates would be awarded Ph.D. degrees. Up to six candidates per year could join such a joint program.

- Joint Ph.D. programs: The students, who are working at NII, could take a supervisor/co-supervisor from the ILBS and vice versa. Depending on the area of their work, the students would be required to spend time in each of the institute/labs during their Ph.D. course. The examination can be conducted at either institute and successful candidates would be awarded Ph.D. degrees. Up to six candidates per year could join such a joint program.

ARTICLE II

Exchange of scientists and researchers

Written individual agreements on joint and collaborative scientific research projects shall be drawn up in line with the following principles:

Parties to the individual agreement shall advise each other of the projects carried out and the findings produced within the scope of the present Agreement and especially as part of the joint and collaborative research projects so that they can jointly decide how to protect these findings.

Parties to the individual agreements shall consult with and advise each other on measures to protect these findings and shall – as far as this is appropriate – initiate steps to apply for the intellectual property rights to findings requiring protection to be appropriately protected. Individual agreements shall stipulate the clauses of cost sharing of joint IP as well as benefit sharing of commercialization of joint IP.

Parties to the individual agreements shall undertake all appropriate measures to enable the findings and the acquired intellectual property rights, as far as possible and within suitable timeframes to be used commercially. This may be done under joint responsibility, or may be left to the responsibility of the respective party to the individual agreement, or may be transferred to a third party.

Utilization of biological material shall be subjected to individual Material Transfer Agreements between the parties.

Each party to the individual agreement shall be entitled to publish the findings produced in connection with joint and collaborative projects. Publications must be agreed in writing in advance with the respective Contracting Party.

ARTICLE III

Disputes

In the event of disagreements on the interpretation and implementation of this Agreement, the parties shall make every effort and endeavour to resolve these disputes by mutual agreement.

ARTICLE IV

Supplements to the Agreement

The provisions of the present Agreement may be supplemented or amended by mutual agreement. Supplements and amendments must be agreed in writing in order to become a constituent part of the present Agreement.

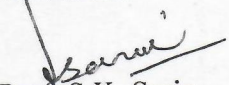
ARTICLE V

Term of the Agreement

The present agreement shall come into force at the time of its signing and shall remain in force for a term of 5 years. The parties shall, in good time before its expiry, agree on a possible extension of the present Agreement.

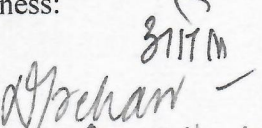
If any one party terminates the present Agreement, this in no way affects the obligations arising from the individual agreements concluded during the present Agreement's term of validity or in progress at that time, unless the contracting parties to the individual agreements concur otherwise on this by mutual agreement.

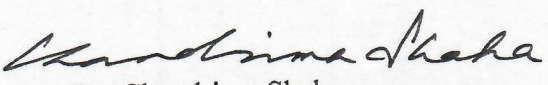
This MOU shall be considered a public document. The parties agree and understand that this MOU shall not create or give rise to any legally binding obligations upon the parties. This MOU may be revised in writing with the approval of both parties.

For and on behalf of
Institute of Liver and Biliary Science, (ILBS),
New Delhi

Prof. S.K. Sarin
Director
Dr. S. K. Sarin, M.D., D.M.
Director
Institute of Liver and Biliary Sciences
D-1, Vasant Kunj,
New Delhi-110070, India

Date June 21, 2016
Witness:

- 1.
- 2.


(Dr. Nirupma Trehan)

For and on behalf of NII

Dr. Chandrima Shaha
Director

New Delhi

डॉ. चंद्रिमा शाहा/Dr. CHANDRIMA SHAHA
निदेशक/Director
राष्ट्रीय प्रतिरक्षाविज्ञान संस्थान
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